

VOLUNTEER WAIVER, RELEASE, AND AGREEMENT

Between

Bonsaify, LLC, and Bonsai Tonight, LLC
(collectively hereinafter "PBE")

and

(hereinafter "Volunteer")

This document sets forth the responsibilities and understandings of Volunteer and of PBE regarding Volunteer's participation in the 2022 Pacific Bonsai Expo taking place from November 10, 2022 to November 13, 2022 at The BridgeYard, 210 Burma Rd., Oakland, CA 94607 ("Premises").

The Volunteer and PBE agree as follows:

1. If Volunteer works a four-hour shift on Thursday November 10th, 2022 or Friday November 11th, 2022, Volunteer shall receive one free admission to the 2022 Pacific Bonsai Expo on either Saturday November 12th, 2022 or Sunday November 13th, 2022, whichever day the Volunteer chooses.
2. If Volunteer works a four-hour shift on Saturday November 12th, 2022 or Sunday November 13th, 2022, the Volunteer shall receive one free admission to the 2022 Pacific Bonsai Expo for the day in which Volunteer worked.
3. The Volunteer performs the service of the Volunteer's own free will, without promise, expectation, or receipt of remuneration. The Volunteer is not an employee or agent of PBE for any purpose and the Volunteer's services are not controlled nor mandated by PBE.
4. If the Volunteer is under the age of 18, the Volunteer may only participate in Volunteer service with the express written consent of the Volunteer's parent or guardian.
5. The Volunteer understands and agrees that it is possible that the Volunteer may be injured or otherwise harmed during Volunteer service due to accidents, acts of nature, the Volunteer's negligent or intentional acts, or the negligent or intentional acts of others; that while PBE has taken some steps to reduce the chances of injuries or harm to the Volunteer, that PBE has no control over most risks, and, thus, cannot and does not guarantee nor take any responsibility for the safety of the Volunteer or the Volunteer's property while the Volunteer is engaged in Volunteer service; and that the Volunteer must take full responsibility for himself or herself and assume the risk of harm or damage while serving by taking all necessary and reasonable precautions and acting in a manner that will help protect himself or herself and his or her property.
6. The Volunteer agrees to waive and release PBE from any and all potential claims for injury, illness, damage, or death which the Volunteer may have against PBE that might arise out of the Volunteer's service and to hold PBE harmless there from.
7. The Volunteer agrees and understands that injuries or losses to others, such as co-workers or the person(s) being helped, may occur as a result of the Volunteer's negligent or intentional acts during Volunteer service, and that to avoid such harm, the Volunteer must exercise care and act responsibly in serving others.
8. If any injury or loss to another does occur due to the Volunteer's intentional actions or due to Volunteer's negligent actions arising outside of the scope of the Volunteer's activities, the Volunteer must accept the liability for and repair, or make reparations for, the harm done.
9. PBE is not providing the Volunteer with insurance coverage for any injuries, conditions, or losses to the Volunteer arising out of Volunteer activities.

10. All costs for injury or loss are the Volunteer's personal responsibility.
11. In projects where the Volunteer will be transporting others in a non-PBE owned vehicle, the Volunteer may be required to provide proof of automobile insurance in order to participate.
12. Since Volunteers are not PBE employees, PBE does not provide worker's compensation coverage for injuries or illnesses to the Volunteer arising out of Volunteer activities.

By signing below, the parties confirm that they have read, understand, and consent to the terms of this waiver agreement.

Volunteer Signature

Printed Name

Date

[PBE] Representative Signature

Printed Name

Date